

# STATEMENT OF RECEIPTS AND EXPENDITURES

## Of the City of Farmington, Mo., from January 1, 1915, to July 1, 1915

### GENERAL FUND.

Receipts.	
Collections, Taxes and Sundry Licenses	\$ 1,444.60
Interest on Daily Balances	51.03
Marshall's Fines and Stock Fees	24.55
Rent by P. S. Cole, Auditor	55.00
Rent by J. B. Smith, Auditor	15.00
Railroad and Telephone Tax	125.40
Refund by Barry Phillips, \$200.00 Fund	200.00
Electric Light Current and Supplies	5,270.63
Water Works, Water and Supplies	1,424.02
	\$ 8,610.29

Expenditures.	
Transferred to Contingent Fund	\$ 1,394.79
Transferred to Interest Fund	134.24
Transferred to Sinking Fund	386.61
Transferred to Electric Light Fund	5,270.63
Transferred to Water Works Fund	1,424.02
	\$ 8,610.29

### CONTINGENT FUND.

Receipts.	
Amount in Treasury January 1, 1915	\$ 1,734.74
Amount from General Fund	1,394.79
	\$ 3,129.53

Expenditures.	
Street Lighting Three (3) months	\$ 643.75
Marshall's Salary Six (6) months	300.00
Night Watchman's Salary Six (6) months	240.00
Mayor's Salary Six (6) months	75.00
Alderman's Salary Six (6) months	120.00
City Treasurer's Salary Six (6) months	50.00
City Attorney's Salary Three (3) months	25.00
City Engineer's Salary Six (6) months	25.00
Fire Chief's Salary Six (6) months	25.00
City Clerk's Fees Five (5) months	200.05
Fire Department Six (6) months	78.25
Street Department	516.00
Street Commissioner's Salary	25.00
Fee Bills and Jailings	18.45
John A. Knowles for Witness Fees	40.05
Health Department	1.00
Sundry, Incidental and Marshall's Fees	113.45
Hall Rent	120.00
Part Payment on Filing Cabinet	40.00
Election Expenses	315.50
Publishing, Blanks, etc.	84.63
For Special Deputies, Local Option Election	10.00
Amount to Balance	1.00
	\$ 3,129.53

Balance in Treasury July 1, 1915	\$ 1.00
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### INTEREST FUND.

Receipts.	
Amount in Treasury January 1, 1915	\$ 732.87
Amount from General Fund	134.24
	\$ 867.11

Expenditures.	
Six months interest on electric light bonds	\$ 487.50
Six months interest on waterworks bonds	140.00
Amount to balance	239.61
	\$ 867.11

Balance in treasury July 1, 1915	\$ 239.61
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### SINKING FUND.

Receipts.	
Amount in treasury January 1, 1915	\$ 2,215.22
Amount from general fund	386.61
	\$ 2,601.83

Expenditures.	
Amount electric light bonds No. 12-13	\$ 1,000.00
Amount waterworks bond No. 19	1,000.00
Amount to balance	601.83
	\$ 2,601.83

Balance in treasury July 1, 1915	\$ 601.83
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### WATERWORKS FUND.

Receipts.	
Amount in treasury January 1, 1915	\$ 1,550.43
Amount from general fund	1,424.02
Amount from electric light fund	50.00
Amount from contingent fund	40.00
	\$ 3,064.45

Expenditures.	
Engineer's salary six (6) months	\$ 300.00
Transferred electric light fund for coal	240.00
Amount to electric light fund, part pay on insurance	8.40
Printing notices, part pay on expenses	3.30
Amount to Art Metal Construction Co.	140.00
Supplies and incidentals	184.19
Amount to balance	2,098.56
	\$ 3,064.45

Balance in treasury July 1, 1915	\$ 2,098.56
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### ELECTRIC LIGHT FUND.

Receipts.	
Amount in treasury January 1, 1915	\$ 1,174.13
Amount from waterworks for coal	240.00
Amount from waterworks fund for insurance and printing	11.70
Amount from general fund	5,270.63
Amount from street lighting for 3 months	643.75
	\$ 7,340.21

Expenditures.	
Superintendent's salary six (6) months	\$ 600.00
Engineers' salary six (6) months	720.00
Linesman's salary six (6) months	300.00
Part pay on steel cabinet	50.00
Coal	856.04
Freight on coal	1,082.11
Hauling coal	285.64
Supplies and incidentals	2,126.36
Amount to balance	1,200.06
	\$ 7,340.21

Balance in treasury July 1, 1915	\$ 1,200.06
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### BALANCE IN TREASURY JULY 1, 1915.

Contingent fund	\$ 1.00
Interest fund	239.61
Sinking fund	601.83
Electric light fund	1,200.06
Waterworks fund	2,098.56
	\$ 4,141.06

### INDEBTEDNESS.

Electric Light Bonds due 1928, 5-20's Nos. 14 to 50 inclusive	\$18,500.00
Optional interest 5 per cent per annum	
Waterworks Bonds due 1922, 5-20's Nos. 20 to 25 inclusive	\$ 6,000.00
Optional interest 4 per cent per annum	
Interest paid promptly	

### Contingent Fund Indebtedness.

To Electric Light Fund for three (3) months street lighting	\$ 656.25
City Attorney three (3) months salary	25.00
Sam F. Isenman, Clerk, fees for June	20.00
Other small bills	40.45
	\$ 754.60

State of Missouri, County of St. Francois, ss.  
In the City of Farmington in Said County.

I, Sam F. Isenman, Clerk within and for the City of Farmington, do hereby certify that the above and foregoing is true and correct as fully appears upon record in the office of City Clerk in said City of Farmington.  
Witness my hand and seal of said City this 22d day of July, 1915.  
(SEAL) SAM F. ISENMAN,  
Clerk City of Farmington.

In addition to the above statement the records show that the Board has at different times ordered, and made, transfers from one fund to another, leaving an indebtedness of one fund to another as indicated below:

March 1913. Transferred from Contingent Fund to Deep Well Fund (now Waterworks)	\$ 2,000.00
July 1913. Transferred from Waterworks Fund to Contingent Fund	\$ 300.00
Oct. 1913. Transferred from Deep Well Fund (now Waterworks) to Contingent Fund	623.83
Sept. 1914. Transferred from Waterworks Fund to Contingent Fund	800.00
Waterworks Fund owes Contingent Fund to date	276.17
	\$ 2,000.00
July 1913. Transferred from Electric Light Fund to Contingent Fund	\$ 500.00
Contingent Fund owes Electric Light Fund to date the above \$500.00 besides 3 months street lighting.	

### FOREWARNED—FOREARMED

A girl had a proposal of marriage Sunday night, and asked a week to consider it before answering. She then organized herself into an investigating committee and began taking testimony from married ladies of her acquaintance. The first one she visited used to be a belle and the most admired girl in town before she married six years before. The cross-examination brought out the fact that she had six children, did all her own work, including washing and ironing, and hadn't been down town for four weeks, and that her husband had given her but two dollars since she married, and that he had borrowed and forgot to pay back \$10 which her brother once gave her for a Christmas present. He bought himself a new overcoat with the money, while she wore the same plush coat

which she wore when he was courting her. Another whom she visited quit teaching school three years ago to marry the "handsomest and best-dressed man in town," and she was supporting him. A third didn't dare say her soul was her own when her husband was around, though she used to write some lovely essays when she was at school, on the "emancipation of women," and the fourth woman she visited was divorced. After visiting them and summing up the evidence, she went home and wrote the young man. She will be married next month.

The Summer Session of the University of Missouri at Columbia closed August 6th. Preparations are being made to care for 3,000 students in the regular session, which opens September 13, 1915.

### OPINIONS ON LOCAL OPTION LAW BY COUNTY ATTORNEY DAVIS

Requests for opinions as to the meaning of several provisions of the newly adopted Local Option Law have been so numerous that I hand you for publication, if you desire to publish it, my construction of the disputed features of that and kindred acts.

First: Does a federal license to sell intoxicants protect a holder from a prosecution by the state?

Our State Supreme Court and the United States Courts have each repeatedly and uniformly held that a federal license tax does not interfere with the State's right to regulate or prohibit the traffic in liquor within their own borders. So a federal license affords protection from the federal government only.

Second: Is the holder of a city license to sell intoxicants, acquired before the day of a local option election, entitled to continue to sell until the expiration of the license?

Cities of the class which we have in this county do not have exclusive power to license the sale of intoxicants and if the holder of a city license has not also a county merchant's license, he is not protected from prosecution at the hands of the State.

Third: Can the holder of a merchant's license, issued before the day of a local option election, continue to sell intoxicants until the expiration of his merchant's license?

If a merchant has complied with all the statutory requirements, before the day of the election, to entitle him to vend liquors, he can continue to sell them until the expiration of his license. Sec. 7242 of the Revised Statutes of Missouri, 1909, a part of the Local Option Act, contains this clause: "Provided further, that this article shall not be so construed as to interfere with any license issued before the day of such election, but such license may run until the day of its expiration, and shall not be renewed."

What are the requirements which entitle a merchant to sell intoxicating liquors?

1st. He must secure a merchant's license in the manner prescribed by Sec. 11626 of the Revised Statutes of Missouri, 1909.

2nd. He must execute to the state a bond conditioned that he will pay to the County Collector the tax due

upon his license as is provided by Sec. 11626 of the Revised Statutes of Mo., 1909.

3rd. He must comply with the provisions of Sec. 4848 of the Revised Statutes of Missouri, 1909, which is as follows: "It shall not be lawful for any person or persons to sell or offer to sell, any spirituous, fermented, malt or alcoholic liquors within this state until he, she or they shall first appear before the county court clerk of the county where such liquors are to be sold or offered for sale, and take and subscribe an oath not to mix or adulterate, with any substance whatever, the liquors offered for sale, and give bond in the sum of five hundred dollars, with good and sufficient surety, for the payment of all costs arising from prosecutions for violations of the provisions of this article in relation to the adulteration and sale of intoxicating liquors."

It appears that the merchants of this county have not complied with the terms of the above section. A merchant who has not so done and who sells or offers to sell after August 21, 1915, would be subject to the penalties prescribed in the Local Option Act.

Sales made now without having complied with the provisions of section 4848, supra, would subject the seller to a fine of not less than fifty nor more than five hundred dollars, according to the provisions of section 4851 of the Revised Statutes of Missouri, 1909. Because of the seemingly universal ignorance of the existence of that section perhaps no one would insist on penalties for past selling without having met the above conditions. Now that its terms have been given full publicity certainly no one could ask immunity from prosecution if he should make a sale or sales without having taken and furnished the required bond.

Fourth: Can intoxicating liquors be given away in a county which has adopted the Local Option Law?

It is true that the Act, by its terms, makes it an offense to give away intoxicants, but the Supreme Court of Missouri, in the case of the State vs. Fulk, volume 207 at page 26, held that if the gift is an act of courtesy or hospitality it may lawfully be given away. The same opinion states that if given by a dealer to another person as an inducement for a sale that it is a violation of the Act.

Fifth: Is a C. O. D. shipment of

intoxicating liquors into a local option county a violation of the Act?

In the case of State vs. Rosenberger, reported in volume 212 Mo. at page 648, our Supreme Court stated that a sale under such a shipment is made at the shipping point and that it does not violate the Act to make that sort of sale from without the county.

Sixth: Can a person lawfully keep or store intoxicating liquors for another?

Sec. 7227 of the Revised Statutes of Mo., 1909, is as follows: "No person shall keep, store or deliver for or to another person, in any county that has adopted or may hereafter adopt the Local Option Law, any intoxicating liquors of any kind whatsoever."

This covers the six main questions asked this office.

HENRY DAVIS,  
Prosecuting Attorney.

Editor's Note: We publish the above at the instance of our Prosecuting Attorney for the information of those desirous to know the law, as touching matters pertaining to the sale of liquors under our recently adopted Local Option Law.

### ADDITIONAL ESTHER ITEMS

We read an interesting letter in The Times, written by a friend in Kentucky. We would be glad to hear from him again.

Bro. Wilson will fill his regular appointment Sunday night at the M. E. Church. Everybody invited.

Mrs. Elijah Smith, Mrs. Buchanan and Oetie Taylor were visiting Mrs. Johnny Simmons Tuesday.

Mrs. P. E. Rhodes was in Esther one day last week attending to business.

The Ladies' Aid met at Mrs. Frank Centers' Thursday. All had a good time and lots of work was done.

Miss Marie Williams visited in Bonne Terre Saturday night and Sunday.

Grandma Davis of Bismarck is visiting her daughter, Mrs. J. M. Appleberry, this week.

Mr. and Mrs. Johnny Moore of Norwinetown, were visiting Mr. and Mrs. S. H. Sevensing Sunday.

### TRUSTEE'S SALE

Whereas, John E. McCormick and Eugenia McCormick, his wife, now of the County of Scott, State of Missouri, by their certain deed of trust, dated January the 2nd, 1913, and recorded in the office of the Recorder of Deeds in and for St. Francois County and State of Missouri, in Book 95, page 268, conveyed to A. T. Nixon, Trustee, the following described real estate, situate, lying and being in the City of Farmington, County of St. Francois and State of Missouri, to-wit:

United States Survey 349, Township 36 North, Range 5 East, beginning in the South line of College Avenue at the intersection of the West line of Burks Street, running North 84 degrees West along the South line of College Avenue 78.3 feet to the Northeast corner of a tract of land formerly belonging to J. C. McCormick; thence South 7 degrees West with the East line of the lot formerly owned by said J. C. McCormick 200.5 feet; thence South 83 degrees East 78.3 feet to the West line of Burks Street; thence North 7 degrees East along Burks Street 203.4 feet to the beginning.

Which said conveyance was made in trust to secure the payment of a certain promissory note therein described; and, whereas, said note has become due and payable, and the said John E. McCormick and Eugenia McCormick, his wife, have made default in the payment of said note and the interest thereon and the same remains due and unpaid; and,

Whereas, A. T. Nixon, Trustee aforesaid, is out of the State of Missouri and refuses to perform the duties as said Trustee, as is made and provided by said deed of trust;

Now, therefore, at the request of the legal holder and owner of said note, and in pursuance of the authority in me vested by the said deed of trust, I, the undersigned and then acting Sheriff within and for St. Francois County, Missouri, hereby give public notice that I, as said Sheriff, will, on

Saturday, August the 14, 1915, between the hours of 9:00 o'clock in the forenoon and 5:00 o'clock in the afternoon of that day, at the South front door of the Court House in the City of Farmington, in the County of St. Francois, and State of Missouri, offer for sale and sell, at public auction, to the highest bidder for cash, all the right, title, claim, interest and estate of the said John E. McCormick and Eugenia McCormick, his wife, to the above described real estate to satisfy said deed of trust and interest and expense of executing this trust.

J. C. WILLIAMS,  
Sheriff of St. Francois County, Mo.  
(1st pub. July 23, 1915)

### ELVINS LOCALS

Harry Smith was in Bismarck Thursday.

Mrs. John Paul spent Monday in St. Louis.

Glenwood Langley spent Sunday in Doe Run.

Mrs. Jane Smith is on the sick list this week.

Rev. Gossage filled the Baptist pulpit Sunday.

T. L. Ross is spending the week in Fredericktown.

Giles Hunt of DeLassus visited friends here Saturday.

Mrs. Roy Horton is visiting in Fredericktown this week.

Chas. Willis of DeSoto visited home folks Saturday and Sunday.

Geo. McKinney was an Irondale visitor Saturday and Sunday.

Cecil Maurer visited his grandfather Sunday and Monday at DeLassus.

Blondie Hunt of DeLassus visited friends and relatives here Saturday.

Carr Hartshorn has purchased a new five passenger Ford touring car.

Mrs. Geo. Campbell of Bonne Terre spent Thursday here with friends and relatives.

Lloyd Farmerly and Mrs. John Maurer spent a few days at Knob Lick with friends.

Emmett Layne has taken charge of the Post Office as Postmaster, his assistant being Mrs. I. Huhl.

Mr. and Mrs. Harry Silsby of Paragould, Ark., are visiting Mr. and Mrs. F. K. Silsby.

J. N. Shannon of Cantwell visited his mother, Grandma Shannon, Sunday.

Theodore Shannon spent the week with his aunt, Mrs. Hy Pratte, of Bonne Terre.

### DESPONDENCY DUE TO INDIGESTION

"About three months ago when I was suffering from indigestion which caused headache and dizzy spells and made me feel tired and despondent, I began taking Chamberlain's Tablets," writes Mrs. George Hon, Macedon, N. Y. "This medicine proved to be the very thing I needed, as one day's treatment relieved me greatly. I used two bottles of Chamberlain's Tablets and they rid me of this trouble." Obtainable everywhere. (adv.)

### FOR SALE—SACRIFICE

North one-half, northeast quarter, section 22, township 34 north, range 4 east, 84 acres. About 2 miles from Ironton depot. Land lays nice, gentle slope and no stones. Good timber. No improvements. Make offer. Address, W. H. EGAN, 1107 Carroll st., Brooklyn, N. Y.

### CHICHESTER PILLS

DIAMOND BRAND  
Beware of Counterfeits.  
Refuse all Substitutes.  
LADIES! Ask your Druggist for CHICHESTER'S DIAMOND BRAND PILLS in Red and Gold metallic boxes, sealed with Blue Ribbon. TAKE NO OTHER. Buy your Druggist and ask for CHICHESTER'S DIAMOND BRAND PILLS, for twenty-five years regarded as Best, Safest, Always Reliable. SOLD BY ALL DRUGGISTS. TIME TRIED EVERYWHERE. WORTHY TESTED.

### EXECUTOR'S NOTICE

Notice is hereby given that Letters Testamentary upon the estate of

LAVINIA BLACKWELL,

deceased, have been granted to the undersigned, by the Probate Court of St. Francois County, Missouri, bearing date the 28th day of July, 1915.

All persons having claims against said estate are required to exhibit them to him for allowance, within six months from the date of said letters or they may be precluded from any benefit of such estate; and if said claims be not exhibited within one year from the date of the last publication of this notice, they shall be forever barred.

JOHN BUTLER, Executor.  
(1st Publication July 30, 1915.)

### FOR A SPRAINED ANKLE

If you will get a bottle of Chamberlain's Liniment and observe the directions given therewith faithfully, you will recover in much less time than is usually required. Obtainable everywhere. (adv.)

### W. N. FLEMING

#### NOTARY PUBLIC

#### REAL ESTATE

#### LOANS

#### INSURANCE

Your Business is Respectfully Solicited.

Office in Realty Building.

FARMINGTON, MO. PHONE 71.

## PILES CURED WITHOUT THE KNIFE

Protruding Piles, Itching Piles, Bleeding Piles, Pustula Piles and all diseases of the Rectum CURED under a positive GUARANTEE.

YOU PAY NOTHING UNTIL CURED. My treatment is mild, absolutely reliable and permanent. Write to or call and see the parties whose names I publish in this advertisement, they live in your, or adjoining County. I cured THEM and can CURE YOU.

John A. Gillispie, Paxico, Mo.  
W. Stoltz, 511 S. 4th St., St. Charles, Mo.  
J. F. Davis, R. 6, Payette, Mo.  
Lee Barham, Bloomfield, Mo.

SEND FOR MY 172 PAGE FREE BOOK for men and my 86 page book for women. I will send them to you free and postage paid. These books contain much information of great value to anyone afflicted with piles or any form of rectal trouble, and hundreds of testimonials from letters. Whether you take treatment or not you are welcome to both books. Write to-day—it will pay you.

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